

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW JERSEY**

GWANYONG JEONG

Plaintiff,

v.

ADONIS INC. and SYED RAZA RAZAVI

Defendants,

Index No. 24-cv-7297

COMPLAINT

JURY DEMAND

Plaintiff Gwanyong Jeong ("Plaintiff"), by and through his undersigned counsel, as and for his Complaint in this action against ADONIS INC., and SYED RAZA RAZAVI, alleges as follows:

NATURE OF THE ACTION

1. This action is brought by Plaintiff Gwanyong Jeong, against the Defendants for breach of contract under New Jersey Common Law arising from Defendants' breach of contract.

JURISDICTION AND VENUE

2. This Court has original diversity jurisdiction under 28 U.S.C § 1332, which provides for diversity jurisdiction where an action is between citizens of different States and the amount in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs.

3. More specifically, the plaintiff is a citizen of New Jersey, defendant Adonis Inc. is a corporation incorporated in the state of California and its principal place of business is in the state of California.

4. Defendant Syed Raza Razavi is also a resident of the state of California.

5. The amount in controversy, exclusive of interest and costs, is well in excess of \$75,000.

PARTIES

Plaintiff Gwanyong Jeong

6. Plaintiff Gwanyong Jeong (“Jeong”) is a resident of Bergen County, New Jersey. At all relevant times, Plaintiff is and has been a resident of the State of New Jersey.

Defendants

7. Defendant ADONIS INC. (“ADONIS”) is a California Corporation with its principal place of business at 475 N. Sheridan St. Corona, CA 92880.

8. Defendant ADONIS is a manufacturer that operates production lines compliant with FDA and GMP standards, filling containers with products such as cosmetics, lotions, and pharmaceuticals for top global brands related to beauty, health, and home.

9. Defendant Syed Raza Razavi is the president and the registered agent of ADONIS.

10. ADONIS and Mr. Razavi hired Plaintiff as Principal.

FACTUAL ALLEGATIONS

11. Plaintiff Gwanyong Jeong was hired as Principal of ADONIS on September 6, 2022. ADONIS has been in the business of a manufacturer that operates production lines compliant with FDA and GMP standards, filling containers with products such as cosmetics, lotions, and pharmaceuticals for top global brands related to beauty, health, and home.

12. According to Plaintiff’s employment agreement, ADONIS is supposed to pay Plaintiff a salary of \$300,000 on an annual base, subject to deduction for taxes and other withholdings as required by law or the policies of the company with commission up to 10% of net profit on each order that Plaintiff brings in for Adonis Inc., Arminak Solutions, LLC, and APackaging Group, LLC. ADONIS also provided Plaintiff 10% of the company equity.

13. Beginning on October 1, 2022, Jeong became employed by ADONIS as a Principal.

14. Jeong's employment with ADONIS was pursuant to an Employment agreement executed in conjunction with the sale of ADONIS.

15. Under the terms of the employment agreement, Jeong was to receive a salary as well as participation in a commission bonus. The amount to be placed in the bonus was to be based on targeted net revenue. Specifically, the applicable term regarding targets states:

Net revenue generated from Custodial Assets (Comprised of net revenues from raw, and logistic costs)

\$5,000,000 sales: Renegotiate salary

\$10,000,000 sales: Renegotiate salary

and he would share with. Defendants committed the following alleged acts knowingly, intentionally willfully, and maliciously against Plaintiff.

16. Plaintiff fulfilled all conditions precedent, including passing a mandatory drug screen and background check, and commenced his duties as outlined in the Agreement.

17. Despite Plaintiff's compliance with all terms of the Agreement, Defendants failed to perform their obligations, including but not limited to, paying the agreed salary and commissions.

18. Defendants have also failed to provide the promised equity and other benefits as stipulated in the Agreement.

BREACH OF CONTRACT

19. The foregoing paragraphs are incorporated herein in their entirety as if set forth in full.

20. The Agreement constituted a valid and enforceable contract between Plaintiff and Defendants.

21. Plaintiff performed all of his obligations under the Agreement.

22. Defendants breached the Agreement by:

- a. Failing to pay Plaintiff the agreed base salary of \$300,000 per year, as stipulated in the Agreement.
- b. Failing to pay commissions up to 10% of net profit on each order, as promised in the Agreement.
- c. Failing to provide the company equity (10%) as outlined in the Agreement.
- d. Failing to reimburse business trip expenses as per the company policy.
- e. Failing to provide Plaintiff with a detailed job description and potential customer list with potential volume/quantity, which is necessary for Plaintiff to perform his duties effectively.

23. As a direct and proximate result of Defendants' breaches, Plaintiff has suffered and continues to suffer substantial damages, including lost wages and benefits, in an amount to be proven at trial.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff prays for relief as follows:

- a. For compensatory damages in an amount to be determined at trial;
- b. Costs and expenses of this action, together with reasonable attorneys' fees;
- c. Pre-Judgment and post-judgment interest, as provided by law; and
- d. Such other and further relief as this Court deems just and proper.

JURY DEMAND

Pursuant to Rule 38(b) of the Federal Rules of Civil Procedure, Plaintiff demands a trial by jury of all issues.

Dated: June 26, 2024

/s/ Ryan Kim

Ryan J. Kim

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